

Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.

|  |                                    |
|--|------------------------------------|
| 1. Name and address of registrant<br><b>Burson-Marsteller<br/>1850 M Street, N.W.<br/>Washington, D.C. 20036</b> | 2. Registration No.<br><b>2469</b> |
|--|------------------------------------|

|   |   |
|---|---|
| 3. Name of foreign principal<br><b>Department of Industry, Technology and Resources<br/>(DITR) State of Victoria, Australia</b> | 4. Principal address of foreign principal<br><b>1 Treasury Place<br/>Melbourne, Australia</b> |
|---|---|

5. Indicate whether your foreign principal is one of the following type:

- ☐ Foreign government  
☒ Foreign political party  
☐ Foreign or ☐ domestic organization: If either, check one of the following:  
☐ Partnership ☐ Committee  
☐ Corporation ☐ Voluntary group  
☐ Association ☐ Other (specify) \_\_\_\_\_  
☐ Individual—State his nationality \_\_\_\_\_

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant.  
b) Name and title of official with whom registrant deals.  
**Department of Industry, Technology and Resources  
Honorable Robert Allen Jolly, Treasurer, State of Victoria**

7. If the foreign principal is a foreign political party, state:

- a) Principal address  
b) Name and title of official with whom the registrant deals.  
c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal

**b) Is this foreign principal**

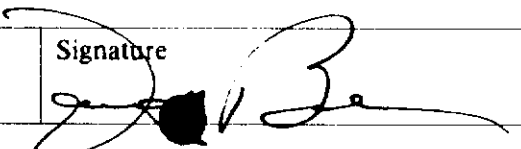
- Owned by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☐
- Directed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☐
- Controlled by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☐
- Financed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☐
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☐
- Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☐

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9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page may be used.)*

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

|                                     |   |  |
|-------------------------------------|---|--|
| Date of Exhibit A<br>August 7, 1989 | Name and Title<br>Timothy Brosnahan, EVP<br>General Manager | Signature<br> |
|-------------------------------------|---|--|

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant

**Burson-Marsteller**

Name of Foreign Principal

**Dept. of Industry, Technology & Resources  
State of Victoria, Australia**

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

**B-M will develop and conduct an international marketing campaign to attract increased investment to Victoria with B-M to handle public relations, marketing and advertising requirements in Asia, Europe and North America.**

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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Basic public relations activities in support of economic development including establishment of a news bureau to facilitate the news flow from Department of Industry, Technology & Resources via released, interviews, newsletters, videotape and film, basic press relations, including media tours to Victoria. In addition to facilitating the flow of information from DITR to U.S. audiences, the agency will counsel and provide logistical support for possible DITR participation in trade shows and industry speaker opportunities, and produce for Victoria whatever promotional materials might be necessary to the task.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

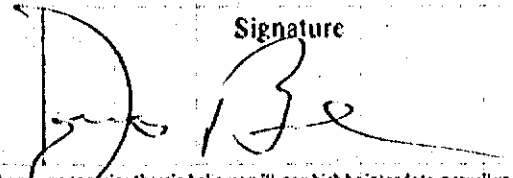
Date of Exhibit B

August 7, 1989

Name and Title

Timothy Brosnahan  
VPR and General Manager

Signature



<sup>1</sup> Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of the government of a foreign country or a foreign political party.

THIS AGREEMENT is made the 14th day of March 1989 between :

BURSON-MARSTELLER PTY.LTD. ("B-M") whose registered office is at level 23 A.G.L. Building 111 Pacific Highway North Sydney in the State of New South Wales and THE HONOURABLE ROBERT ALLEN JOLLY, Treasurer for and on behalf of the STATE OF VICTORIA of 1 Treasury Place, Melbourne ("the State").

WHEREAS

- A. The State has sought tenders for the development and conduct of an international marketing campaign ("the campaign") to attract increased investment to Victoria.
- B. B-M was the successful tenderer and has agreed to develop and conduct the campaign on the terms and conditions contained herein.

IT IS HEREBY AGREED AS FOLLOWS:

1. Interpretation and Definitions

1.1 In this Agreement -

"the B-M network" means all or any of the associated or subsidiary companies of Burson-Marsteller International Inc. and Burson-Marsteller an unincorporated division of Young and Rubicam LP.

1.2 "B-M Office" means the headquarters of B-M in each of the countries listed in Schedule A hereto.

1.3 The headings in the agreement are for convenience only and have no legal significance.

1.4 This agreement constitutes the entire agreement between the State and B-M with respect to all matters referred to herein and no variations shall be valid unless

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- 1.5 This agreement shall be governed by the law of Victoria.
- 1.6 All monetary sums are in Australian dollars except where otherwise indicated.

## 2. Appointment

- 2.1 The State hereby appoints B-M to handle its public relations, marketing and advertising requirements in Asia Europe and North America for the purposes of the campaign using the B-M network.
- 2.2 B-M may with the prior written permission of the State, use such other agencies as it considers necessary to assist in the campaign provided that the State shall have the right to require B-M to cease using a particular agency at any time.
- 2.3 B-M shall co-operate in all reasonable respects with any consultants or suppliers of goods or services with whom the State may have contracts or which the State may specify from time to time.

## 3. Representatives

- 3.1 The State hereby appoints the Honourable Robert Allen Jolly or his delegate, as the State's Representative with whom B-M or its Representative is to consult at all times and whose instructions, requests and decisions shall be binding upon the State as to all matters pertaining to this Agreement.
- 3.2 B-M appoints Mr William Noonan or his delegate as the Representative of B-M with whom the State or the State's Representative or Representatives is to consult at all times and whose decisions shall be binding upon B-M as to all matters pertaining to this Agreement.

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**4. Term**

This agreement shall commence on the date hereof and remain in force for a period of two years unless earlier determined in accordance with the provisions hereof.

**5. Scope of work**

5.1 The parties hereby agree that the campaign to attract increased investment to Victoria shall be undertaken within the services of the global strategy specified in Schedule C.

5.2 For the purpose of implementing the global strategy B-M shall within six weeks of the date of this Agreement prepare and submit to the State a comprehensive and co-ordinated program for the first year of this Agreement, for the geographic regions of North America, Asia and Europe.

5.3 B-M shall before the expiration of twelve months from the date of this Agreement prepare and submit to the State a further comprehensive and co-ordinated program for the second year of this Agreement.

5.4 A program shall include, but shall not be limited to, media communications, advertising, exhibitions, promotional literature, videos, films, promotional tours and visits.

5.5 The State shall approve of proposed programs (or each part thereof) before B-M carries them out.

5.6 Either party may at the end of each quarter confer with the other party in order to review a program. Any changes to a program desired by one party may be made with the consent of the other party.

**6. Budget**

6.1 The State proposes to spend an amount not

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- 6.2 The budget for the expenditure of \$8,985,000.00 is more particularly described in Schedule B to this Agreement.
- 6.3 At the end of each quarter expenditure on the campaign in each geographic location shall be reconciled with the budget. Any over or under expenditure shall be carried forward to the next quarter.
- 6.4 B-M agrees with the State that total expenditure for the campaign shall not exceed the sum of \$8,985,000.00.

7. Remuneration of B-M

- 7.1 B-M shall be remunerated for its services according to the amount of time spent on State business calculated at the executive and secretarial hourly rates for the countries involved, provided for in Schedule A. The rates specified in Schedule A are applicable until 1 January 1990 when B-M shall submit a revised schedule of rates which shall, subject to the State's agreement, apply for the remainder of the term of the Agreement.
- 7.2 During the period of notice of termination pursuant to Clause 17.1 remuneration of B-M shall be based on time worked on the campaign plus out of pocket expenses.

8. Expenses

- 8.1 Advertising media charges shall be charged at the net cost to B-M after deducting all commissions allowed either directly by the media, or by specialist media buying services.
- 8.2 Advertising production and other bought-out services including press release production, design, artwork, photography, origination, printing, audio-visual, film and video



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- 8.3 In-house art charges, whether for work executed by the B-M network staff or by resident freelance artists shall be charged at appropriate hourly rates specified in Schedule A.
- 8.4 A charge of 3% of the monthly consultancy fee invoiced pursuant to clause 7.1 above shall be made to cover general administration costs on the account and B-M shall also charge the actual cost, being the charge from any outside supplier and any internal cost involved in providing the service, of all travel, hotel and reasonable entertaining costs incurred by staff working on State business, long distance telephone calls, telexes, fax, photocopies, word-processing, deliveries, postage, freight and press cutting services.

9. Authorisation for work

No expenditure in excess of \$10,000.00 or its equivalent in foreign currency shall be committed with an outside supplier without the prior written approval of the State, except for the normal administrative costs of running the account. Specific jobs shall be estimated in advance, and shall not be executed until approved in writing by the State. Where goods are being purchased or services provided for the State, B-M shall where possible obtain three competitive tenders/quotations for submission to the State.

10. Invoicing

- 10.1 B-M shall each month provide a consolidated invoice for its remuneration to the State expressed in the currencies of the countries in which work has been undertaken during the previous month. The consolidated invoice shall indicate detailed charges for each B-M office

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- 10.2 The State shall pay B-M at Melbourne in the foreign currencies expressed in B-M invoices.
- 10.3 All invoices are payable within 30 days of receipt of the invoice by the State.
- 10.4 In the event of a query or dispute in relation to an item or items appearing in an invoice the State shall pay such items that are not queried or disputed within 30 days. The resolution of any query by the State shall be taken up with the B-M co-ordinating executive in Melbourne.

11. Taxation

B-M shall where possible avoid incurring irrecoverable taxation charges anywhere in the world. Where this proves impossible, the State accepts that such charges may be passed on to them as part of the costs of the campaign.

12. Client contact

- 12.1 Each B-M office shall submit a monthly report to the State copied as appropriate to local offices.
- 12.2 All meetings and telephone calls between the State and B-M network staff shall be subject to a contact report minuting the discussion and any decisions made. This shall be issued by B-M and shall be deemed to have approval unless B-M is otherwise notified within five business days.

13. Confidence

- 13.1 B-M shall not and shall procure that any agency body or person with whom it contracts shall not either during the term of this Agreement or thereafter disclose without the prior written consent of the State any confidential or official information it may acquire as a result of its appointment under this contract

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- 13.2 B-M may, however, use any general marketing or public relations expertise which it gains in the course of its appointment PROVIDED THAT the use of such general marketing or public relations expertise shall not harm the campaign of the State.

14. Ownership and Copyright

- 14.1 Any and all creative work, such as written press releases, artwork, programs, articles, photographs, and other such material becomes the property of the State on payment of the relevant invoice from B-M.
- 14.2 All documents supplied to B-M pursuant to this Agreement shall remain the property of the State and shall be returned by B-M to the State's Representative upon termination or completion of the Agreement.
- 14.3 The documents supplied to B-M pursuant to this Agreement shall not without the prior approval of the State's Representative be used, copied or reproduced for any purpose other than for the execution of the campaign.
- 14.4 The copyright in any documents developed or produced by B-M or its agents pursuant to this agreement shall pass to the State.

15. B-M is engaged hereunder as an independent contractor and nothing in this agreement shall be deemed to constitute B-M as an agent or employee of the State and B-M shall not have any authority to incur and shall not incur any obligation on behalf of the State except with the express written instructions of the State.

16. Codes of Practice

B-M shall conform to the relevant codes of practice and procedure for the advertising and public relations

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behalf of the State are legal, decent, honest and truthful. The State agrees that in order to satisfy the requirements of any such code or statutory obligations it shall supply B-M without unreasonable delay objective factual evidence if so requested to support any claims which the State may wish B-M to make on its behalf. The State shall also inform B-M if it considers that any claim made in any copy submitted by B-M to the State for approval is incorrect or misleading. B-M shall require all agencies with whom it shall contract to observe the provisions of this clause.

17. Termination

17.1 This Agreement may be terminated by either party on the giving of three months notice to the other party without either party being entitled to compensation.

17.2 Where it is alleged that a party is in breach of this Agreement the other party may by notice in writing served on the defaulting party specify the alleged breach and may require that it be rectified within 14 days after service of the notice.

17.3 In the event that the defaulting party does not serve notice of arbitration within the 14 day period and fails to rectify the alleged breach specified in the notice of breach within the 14 day period the other party may -

17.3.1 Terminate this Agreement forthwith by notice in writing to the defaulting party;

17.3.2 Recover from the defaulting party any reasonable loss or damages sustained as a direct consequence of the breach or breaches by the defaulting party.

18. Arbitration

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concerning this Agreement or the construction, meaning or operation or effect thereof or of any clause therein or as to the rights, duties or liabilities of the parties arising out of or in relation thereto or as to the amount of general damages suffered by the parties for a breach of warranty, shall be referred to a single arbitrator to be agreed upon by the parties hereto and in default of agreement an arbitrator to be chosen by the President for the time being of the Law Institute of Victoria and otherwise in accordance with and subject to the provisions of the Commercial Arbitration Act 1984 of the State of Victoria or any Statutory modification or re-enactments thereof for the time being in force. The award made by the said arbitrator shall be final and binding on the parties hereto and no party shall be entitled to commence or maintain any action upon any such dispute or difference until such matters shall have been referred or determined as hereinbefore provided and then only for the amount of relief to which the arbitrator, by his award, finds a party is entitled and the cost the submission, reference or award shall be in the discretion of the arbitrator.

19. Notices

All notices, instructions, approvals and requests from one party to the other required or permitted under this Agreement shall be in writing and shall be given by being delivered to the State's Representative or the B-M's Representative or by being sent:

to Department of Industry Technology & Resources  
228 Victoria Parade East Melbourne  
FAX : 419 0770  
to Burson-Marsteller Pty Ltd  
11 Queens Road Melbourne  
FAX: 267 8937

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or such other address as either of the parties shall designate in writing to the other from time to time, either in relation to all or any particular class of matters.

In Witness Whereof the parties have executed this Agreement the day and the year first above written.

The Common Seal of  
BURSON MARSTELLER PTY. LTD.  
was hereunto affixed in  
accordance with its Articles  
of Association in the presence  
of:

*Michael J. Jones*

Signed by the Honourable  
ROBERT ALLEN JOLLY in the  
presence of:

*R. Jones*



*William L. Noonan*  
Director

*R. Jones*

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SCHEDULE ASCHEDULE OF BURSON-MARSTELLER INTERNATIONAL  
HOURLY BILLING RATES

| <u>TOKYO, JAPAN</u>                            | <u>YEN</u>  |
|--|-------------|
| PRESIDENT                                      | 40,000      |
| EXECUTIVE VICE PRESIDENT                       | 38,000      |
| DIRECTOR, CLIENT SERVICES                      | 35,000      |
| ACCOUNT SUPERVISOR                             | 25,000      |
| ACCOUNT EXECUTIVE                              | 20,000      |
| ASSISTANT ACCOUNT EXECUTIVE                    | 14,000      |
| SECRETARIAL                                    | 6,000       |
| <u>HONG KONG</u>                               | <u>HK\$</u> |
| ASST ACCOUNT EXECUTIVE/TRAINEE                 | 450         |
| ACCOUNT EXECUTIVE                              | 500         |
| SENIOR ACCOUNT EXECUTIVE                       | 600         |
| ACCOUNT SUPERVISOR                             | 700         |
| GROUP MANAGER                                  | 975         |
| CLIENT SERVICES DIRECTOR/<br>MANAGING DIRECTOR | 1,300       |
| REGIONAL CEO                                   | 1,400       |
| <u>KOREA</u>                                   | <u>WON</u>  |
| PRESIDENT                                      | 122,400     |
| GENERAL MANAGER                                | 102,000     |
| ACCOUNT SUPERVISOR                             | 81,600      |
| SENIOR ACCOUNT EXECUTIVE                       | 68,000      |
| ACCOUNT EXECUTIVE                              | 54,400      |
| ASSISTANT ACCOUNT EXECUTIVE                    | 47,600      |
| ACCOUNT COORDINATOR                            | 37,400      |
| <u>NEW YORK, USA</u>                           | <u>US\$</u> |
| PRESIDENT                                      | 350         |
| UNIT MANAGER                                   | 300         |
| RESEARCH DIRECTOR                              | 275         |
| SENIOR CONSULTANT                              | 225         |
| CLIENT SERVICES MANAGER                        | 165         |
| ACCOUNT SUPERVISOR                             | 135         |
| SENIOR ACCOUNT EXECUTIVE                       | 120         |
| ACCOUNT EXECUTIVE                              | 100         |
| ASSISTANT ACCOUNT EXECUTIVE                    | 75          |
| AR   | 65          |

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FRANKFURT, WEST GERMANYDM

|                             |     |
|-----------------------------|-----|
| GENERAL MANAGER             | 370 |
| GROUP MANAGER               | 265 |
| ACCOUNT SUPERVISOR          | 230 |
| ACCOUNT EXECUTIVE           | 220 |
| ASSISTANT ACCOUNT EXECUTIVE | 140 |
| SECRETARY                   | 80  |

GENEVA, SWITZERLANDSFR

|                             |     |
|-----------------------------|-----|
| SENIOR CONSULTANT           | 285 |
| ACCOUNT EXECUTIVE           | 235 |
| ASSISTANT ACCOUNT EXECUTIVE | 185 |

LONDON, ENGLANDPOUND

|                             |     |
|-----------------------------|-----|
| GENERAL MANAGER             | 230 |
| GROUP MANAGER               | 115 |
| ACCOUNT DIRECTOR            | 85  |
| ACCOUNT EXECUTIVE           | 60  |
| ASSISTANT ACCOUNT EXECUTIVE | 50  |
| SECRETARY                   | 30  |

MILAN, ITALYUS\$

|                             |     |
|-----------------------------|-----|
| GENERAL MANAGER             | 200 |
| SUPERVISOR                  | 173 |
| SENIOR ACCOUNT EXECUTIVE    | 135 |
| ACCOUNT EXECUTIVE           | 100 |
| ASSISTANT ACCOUNT EXECUTIVE | 80  |
| SECRETARY                   | 50  |

PARIS, FRANCEFF

|                                 |       |
|---------------------------------|-------|
| PRESIDENT                       | 1,000 |
| VICE PRESIDENT, GENERAL MANAGER | 1,000 |
| GROUP MANAGER                   | 800   |
| CLIENT SERVICES MANAGER         | 800   |
| SUPERVISOR                      | 600   |
| ACCOUNT EXECUTIVE               | 500   |
| RESEARCH COORDINATOR            | 500   |
| PRODUCTION COORDINATOR          | 500   |
| SECRETARY                       | 200   |

SPAINUS\$

|                             |     |
|-----------------------------|-----|
| GENERAL MANAGER             | 185 |
| GROUP MANAGER               | 150 |
| ACCOUNT SUPERVISOR          | 125 |
| ACCOUNT EXECUTIVE           | 105 |
| ASSISTANT ACCOUNT EXECUTIVE | 95  |

MELBOURNE, AUSTRALIAA\$

|                                   |     |
|-----------------------------------|-----|
| MANAGER, FINANCIAL COMMUNICATIONS | 180 |
| MANAGER, CORPORATE SERVICES       | 150 |



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SCHEDULE BWORLDWIDE BUDGET SUMMARY - YEAR ONE

|                     | <u>Europe</u> | <u>No. America</u> | <u>Asia</u> | <u>Melbourne</u> | <u>Total</u> |
|---------------------|---------------|--------------------|-------------|------------------|--------------|
| Program Development | 330,000       | 350,000            | 320,000     | 300,000          | 1,300,000    |
| Bureau              | 395,000       | 600,000            | 360,000     | 200,000          | 1,555,000    |
| Post Mail           | 125,000       | 115,000            | 160,000     | —                | 400,000      |
| Advertising         | 170,000       | 275,000            | 100,000     | —                | 545,000      |
| Programs/Events     | 230,000       | 175,000            | 350,000     | —                | 755,000      |
| Totals:             | 1,250,000     | 1,515,000          | 1,290,000   | 500,000          | 2,555,000    |

WORLDWIDE BUDGET SUMMARY - YEAR TWO

|                     | <u>Europe</u> | <u>No. America</u> | <u>Asia</u> | <u>Melbourne</u> | <u>Total</u> |
|---------------------|---------------|--------------------|-------------|------------------|--------------|
| Program Development | 100,000       | 150,000            | 210,000     | 50,000           | 510,000      |
| Bureau              | 395,000       | 600,000            | 360,000     | 200,000          | 1,555,000    |
| Post Mail           | 200,000       | 375,000            | 140,000     | —                | 715,000      |
| Advertising         | 125,000       | 225,000            | 80,000      | —                | 430,000      |
| Programs/Events     | 345,000       | 525,000            | 350,000     | —                | 1,220,000    |
| Totals:             | 1,165,000     | 1,875,000          | 1,140,000   | 250,000          | 2,430,000    |